

SUPREME COURT OF THE STATE OF NEW YORK

UCS-840C
3/2011

COUNTY OF New York

Index No. _____

MUFG UNION BANK, NA (F/K/A UNION BANK, N.A.),
-against- Plaintiff(s)/Petitioner(s)

RJI No. (if any) _____

AXOS BANK (F/K/A BANK OF INTERNET USA),
EPIQ SYSTEMS, INC., and SELLER SUB, LLC,
Defendant(s)/Respondent(s)

COMMERCIAL DIVISION
Request for Judicial Intervention Addendum

COMPLETE WHERE APPLICABLE [add additional pages if needed]:

Plaintiff/Petitioner's cause(s) of action [check all that apply]:

- ☒ Breach of contract or fiduciary duty, fraud, misrepresentation, business tort (e.g. unfair competition), or statutory and/or common law violation where the breach or violation is alleged to arise out of business dealings (e.g. sales of assets or securities; corporate restructuring; partnership, shareholder, joint venture, and other business agreements; trade secrets; restrictive covenants; and employment agreements not including claims that principally involve alleged discriminatory practices)
- ☐ Transactions governed by the Uniform Commercial Code (exclusive of those concerning individual cooperative or condominium units)
- ☐ Transactions involving commercial real property, including Yellowstone injunctions and excluding actions for the payment of rent only
- ☐ Shareholder derivative actions — without consideration of the monetary threshold
- ☐ Commercial class actions — without consideration of the monetary threshold
- ☐ Business transactions involving or arising out of dealings with commercial banks and other financial institutions
- ☐ Internal affairs of business organizations
- ☐ Malpractice by accountants or actuaries, and legal malpractice arising out of representation in commercial matters
- ☐ Environmental insurance coverage
- ☐ Commercial insurance coverage (e.g. directors and officers, errors and omissions, and business interruption coverage)
- ☐ Dissolution of corporations, partnerships, limited liability companies, limited liability partnerships and joint ventures — without consideration of the monetary threshold
- ☐ Applications to stay or compel arbitration and affirm or disaffirm arbitration awards and related injunctive relief pursuant to CPLR Article 75 involving any of the foregoing enumerated commercial issues — without consideration of the monetary threshold

Plaintiff/Petitioner's claim for compensatory damages [exclusive of punitive damages, interest, costs and counsel fees claimed]:

\$ At least \$100,000,000

Plaintiff/Petitioner's claim for equitable or declaratory relief [brief description]:

Declaratory Judgment declaring (i) that Epiq Systems, Inc.'s transfer of the Parties' Joint Services Agreement ("JSA") constituted a breach of the JSA; (ii) the transfer and subsequent acquisition of Seller Sub, LLC by Axos Bank to be void pursuant to the JSA; and (iii) that MUFG Union Bank, N.A. is no longer bound by the JSA as result of Epiq Systems, Inc.'s prior breach of same.

Injunctive relief enjoining Defendants, their affiliates, agents and subsidiaries from instructing, advising, suggesting, or otherwise communicating to MUFG Union Bank N.A.'s Chapter 7 trustee banking customers that they move their deposits from Union Bank to Axos Bank.

Defendant/Respondent's counterclaim(s) [brief description, including claim for monetary relief]:

I REQUEST THAT THIS CASE BE ASSIGNED TO THE COMMERCIAL DIVISION. I CERTIFY THAT THE CASE MEETS THE JURISDICTIONAL REQUIREMENTS OF THE COMMERCIAL DIVISION SET FORTH IN 22 NYCRR § 202.70(a), (b) AND (c).

Dated: 04/26/2019



SIGNATURE
David G. Keyko

PRINT OR TYPE NAME